

REMARKS

The applicant appreciates the acknowledgement of the claim for priority under section 119 and the notice that the certified copy of the priority document has been received.

The applicant also acknowledges receipt of the initialed copy of the forms PTO-1449 that are of record.

Claims 1-20 are pending. The office action states that claims 2-25 and 21-36 have been withdrawn, however, it is believed that claims 2-15 have been withdrawn. The applicant respectfully requests reconsideration and allowance of this application in view of the above amendments and the following remarks.

Claims 1 and 16-19 are objected to for various informalities. The applicant has adopted the changes recommended in the office action by way of the above amendment, except for (c). In claim 16, line 5, the designation “are formed” is correct, because it is plural and refers to “a portion of the decoration member ...” and “the airbag cover” which are formed of an integral molded part. Claim 16, however, has been amended for clarification.

Claims 1 and 16-20 are rejected under 35 USC 101 as being directed to non-statutory subject matter. Specifically, the examiner states that the inclusion of the phrase “in front of an occupant” renders the claims non-statutory. The rejection is respectfully traversed, because the claims recite a statutory device. However, the phrase “in front of an occupant” has been removed. It is respectfully submitted that the claims are directed to statutory subject matter, and reconsideration and withdrawal of the rejection are respectfully requested.

Claim 1 was rejected under 35 USC 102(b) as being anticipated by U.S. Patent No. 6,302,437, Marriott et al. (“Marriott”). Also, claims 16-20 were rejected under 35 USC 103(a)

as being unpatentable over Marriott. The applicant respectfully requests that these rejections be withdrawn for reasons including the following, which are provided by way of example.

Independent claims 1 and 18 have been amended to recite “the lid being located above the airbag cover; wherein the airbag cover and the lid are independent entities, whereby the airbag cover and the lid are separately openable, wherein the lid is openable without displacing the airbag cover.” Support for this amendment is located in the specification as filed, for example, page 65, lines 5-18; page 72, lines 10-14; page 73, lines 6-11; and FIG. 33 (directed to the elected species).

As described in the specification, in operation, if the airbag device according to independent claims 1 and 18 is actuated, the airbag will rise along the rear surface of the lid. (E.g., specification, page 72, lines 14-18.) If the lid of the container box is open at this time, the airbag cover will nevertheless avoid the occupant’s legs, because the airbag cover opens independent from the lid, and further opens below the lid. While the airbag rises upward, moreover, the airbag will push the lid closed, and then be located in front of the knees.

Without conceding that Marriott discloses any feature of the present invention, Marriott is directed to a vehicle glove box assembly having knee restraint capabilities. According to Marriott, an airbag module is mounted on a lid of a glove box. The office action cites elements in the area of reference 76 as being the airbag cover and as being the lid. However, the member shown at reference 76 serves both as an airbag cover and the lid of the glove box. Moreover, according to Marriott, “when the glove box 15 is open, the air bag module 62 moves therewith.” (Col. 5, lines 41-42.) In operation, when the lid of the glove box of Marriott opens, the airbag module moves therewith. This movement locates the airbag module in a lower position. If the

airbag is actuated in this state, the airbag cover will press excessively on the occupant's legs, which is undesirable.

The office action asserts that Marriott discloses the invention as claimed. To the contrary, Marriott fails to teach or suggest the invention, as presently claimed, when the claims are considered as a whole. Marriott fails to teach or suggests, for example, the lid of the container box being located above the airbag cover. To the contrary, Marriott's airbag cover (62) is above Marriott's lid (15). Moreover, Marriott fails to teach or suggest that the airbag cover and the lid are independent entities, whereby the airbag cover and the lid are separately openable. Marriott further fails to teach or suggest that the lid of the container box opens without displacing the airbag cover. (See, e.g., claims 1, 18.) To the contrary, Marriott's lid (15) is not independent of the airbag cover; Marriott's lid cannot be opened without moving the airbag cover (62).

Marriott fails to teach or suggest, for example, these elements recited in independent claims 1 and 18. It is respectfully submitted therefore that claims 1 and 18 are patentable over Marriott.

For at least these reasons, the combination of features recited in independent claims 1 and 18, when interpreted as a whole, is submitted to patentably distinguish over the prior art. In addition, Marriott clearly fails to show other recited elements as well.

With respect to the rejected dependent claims, applicant respectfully submits that these claims are allowable not only by virtue of their dependency from independent claims 1 and 18, but also because of additional features they recite in combination.

The applicant respectfully submits that, as described above, the cited prior art does not show or suggest the combination of features recited in the claims. The applicant does not concede that the cited prior art shows any of the elements recited in the claims. However, the

applicant has provided specific examples of elements in the claims that are clearly not present in the cited prior art.

The applicant strongly emphasizes that one reviewing the prosecution history should not interpret any of the examples applicant has described herein in connection with distinguishing over the prior art as limiting to those specific features in isolation. Rather, for the sake of simplicity, the applicant has provided examples of why the claims described above are distinguishable over the cited prior art.

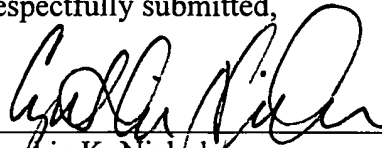
Claim 1 was rejected under 35 USC 102(e) as being anticipated by U.S. Patent Pub. No. 2005/0116449, Enders ("Enders"). Also, claims 16-20 were rejected under 35 USC 103(a) as being unpatentable over Enders. To overcome the citation of Enders, applicant submits herewith a verified English translation of the documents, JP 2002-374992, 2002-375032, 2002-375044, 2002-375059 and 2002-375-77, to which priority is claimed. Enders was filed on 1 December 2003, whereas the priority documents were filed on 25 December 2002. Because the priority was timely perfected, and because verified English translations of the priority documents are submitted herewith, showing the effective filing date to be prior to Enders, it is respectfully requested that the rejections relying on Enders be withdrawn.

It is noted that claim 1 is generic to at least withdrawn claims 2-8, 12, and 13. For reasons including those provided above, claim 1 is believed to be allowable. Therefore, the examiner is respectfully requested to rejoin at least claims 2-8, 12 and 13 and allow these claims.

In view of the foregoing, the applicant submits that this application is in condition for allowance. A timely notice to that effect is respectfully requested. If questions relating to patentability remain, the examiner is invited to contact the undersigned by telephone.

If there are any problems with the payment of fees, please charge any underpayments and credit any overpayments to Deposit Account No. 50-1147.

Respectfully submitted,


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